

UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

TRADESMEN INTERNATIONAL, LLC,
a Delaware limited liability company,

Plaintiff,

v.

**AEGIS SECURITY INSURANCE COMPANY,
WESTERN SURETY COMPANY, and
BASCO GROUP, LLC,**

Defendants.

COMPLAINT FOR MONIES DUE ON PAYMENT BOND

Plaintiff Tradesmen International, LLC (“Tradesmen”), by and through its attorneys, Walcott, Henry & Winston, P.C., for its Complaint for Monies Due, states as follows:

JURISDICTIONAL ALLEGATIONS

1. Plaintiff Tradesmen is a Delaware limited liability company, with its principal place of business in Macedonia, Ohio.
2. Defendant Aegis Security Insurance Company (“Aegis”), is an insurance company with its principal place of business in Harrisburg, Pennsylvania.
3. Defendant Western Surety Company (“Western”), is an insurance company with its principal place of business in Sioux Falls, South Dakota.
4. Defendant Basco Group, LLC (“Basco”) is a Colorado limited liability company with its principal place of business in Colorado Springs, Colorado
5. Attached hereto and incorporated herein by reference as **Exhibit 1** is a Subcontractor Labor and Material Payment Bond, issued by Aegis for Basco Group, LLC for construction work

performed in Los Alamos County, New Mexico (the “Project”).

6. Attached hereto and incorporated herein by reference as **Exhibit 2** is a Payment Bond, issued by Western for Federal Contracting, Inc. dba Bryan Construction, Inc. for construction work performed at the Project.

7. Tradesmen provided workers for the work performed by Basco Group at the Project, pursuant to a Client Services Agreement that is attached hereto and incorporated herein by reference as **Exhibit 3** (the “CSA”).

8. Tradesman performed work for Basco at the Project, under the CSA, which work was completed on or about September 5, 2019.

9. Tradesman is seeking judgment in this case for more than \$75,000 due, including interest and collection costs, including attorney fees, pursuant to the CSA, the Subcontractor Labor and Material Payment Bond, and the Payment Bond.

10. There is complete diversity of citizenship between Plaintiff and all Defendants.

11. The Payment Bond issued by Western is governed by the Miller Act, and therefore presents a federal question under 40 U.S.C. § 3133.

12. Any state law issues raised in this case are pendent to the Miller Act claims, and this Court has supplemental jurisdiction over these claims.

Count I

Monies Due from Aegis Bond

13. Tradesmen incorporates the Jurisdictional Allegations as if set forth fully herein.

14. Basco Group was a subcontractor of Bryan Construction, Inc., at the Project

15. The Subcontractor Labor and Material Payment Bond insures payment of amounts due to Tradesmen for labor supplied to Basco Group at the Project.

16. Tradesmen is owed \$74,126.82, plus the contractually agreed upon rate of interest,

for the labor supplied to Basco Group at the Project, s set forth in an Amended Proof of Claim Form dated July 8, 2020, which is attached hereto and incorporated herein by reference as **Exhibit 4**.

17. Aegis has declined to pay the full amount claimed by Tradesmen.

Count II

Monies Due from Wester Surety Bond

18. Tradesmen incorporates the Jurisdictional Allegations and the allegations in Count I as if set forth fully herein.

19. Basco Group was a subcontractor of Bryan Construction, Inc., at the Project

20. The Payment Bond insures payment of amounts due to Tradesmen for labor supplied to Basco Group, as a subcontractor of Bryan Construction, Inc., at the Project.

21. Tradesmen is owed \$74,126.82, plus the contractually agreed upon rate of interest, for the labor supplied to Basco Group at the Project. (Ex. 4.)

22. Western Surety has declined to pay the full amount claimed by Tradesmen.

Count III

Monies due from Basco

23. Tradesmen incorporates the Jurisdictional Allegations and the allegations in Counts I and II as if set forth fully herein.

24. Tradesmen is owed \$74,126.82, plus the contractually agreed upon rate of interest and collection costs, including attorney fees, as provided for in Exhibit 3, for the labor supplied to Basco Group at the Project.

Wherefore, Tradesmen requests the following relief:

1. An Order compelling Aegis to pay all amounts claimed by Tradesmen on the Subcontractor Labor and Materials Payment Bond;

2. An Order compelling Western Surety to pay all amounts claimed by Tradesmen on the Payment Bond;

3. A judgment against Basco in the monies due to Tradesmen under the Client Services Agreement attached as Exhibit 3;

4. For post-judgment interest;

5. For such further and additional relief as the Court deems just and proper.

Respectfully submitted,

WALCOTT, HENRY & WINSTON, P.C.

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